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A G R E E M E N T

This AGREEMENT made this 17th day of December, 1971 by and between the Judges of the County Court of Mercer County, New Jersey, and their successors (hereinafter referred to as the "Judges") and the Teamsters Union, Local 102, (hereinafter referred to as the "Union"). The parties to this Agreement agree to abide by all applicable laws and rules that have the force and effect of law, that regulate probation operations, including the prohibition against discrimination based on race, creed, color, religion, sex, or national origin.

1. The Judges hereby recognize the Union pursuant to Laws 1968, Chapter 303 (New Jersey Employer-Employee Relations Act) as the sole and exclusive representative of Probation Officers and Senior Probation Officers of the Mercer County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles, as fall within the purview of the Judges pursuant to N.J.S. 2A: 168-5, 7 and 8. The exclusion of Principal Probation Officers from the provisions of this Agreement is without prejudice, pending a final determination of the question of whether such supervisory employees may be represented in collective bargaining negotiations by an employee organization that admits non-supervisory personnel to membership.

2. Effective January 1, 1971, the salary schedule for all Probation Officers and Senior Probation Officers, to be promulgated by order of the said Judges, pursuant to N. J. S. 2A: 168-8, will be as follows:

PROBATION OFFICER

	<u>BACHELOR'S DEGREE</u>	<u>MASTER'S DEGREE</u>	<u>DOCTORAL DEGREE</u>
MINIMUM	\$ 8,124	\$ 8,424	\$ 8,724
MAXIMUM	10,560	10,860	11,160

SENIOR PROBATION OFFICER

	<u>BACHELOR'S DEGREE</u>	<u>MASTER'S DEGREE</u>	<u>DOCTORAL DEGREE</u>
MINIMUM	\$ 9,405	\$ 9,705	\$10,005
MAXIMUM	12,225	12,525	12,825

There shall be seven salary increments between the minimum and maximum salaries above set forth, the first increment of which shall be the minimum starting salary for Probation Officers and Senior Probation Officers.

3. Inasmuch as the parties are agreed that the granting of educational salary awards is desirable and conducive to the progressive improvement of the Probation Department, effective January 1, 1971, all Probation Officer and Senior Probation Officers who have, or who shall hereafter obtain, a Master's Degree in a field of study related to Probation work shall receive in addition to their base salary above the sum of three hundred (\$300.00) dollars per year pro-rated where applicable from the date of conferral of the Degree, and, also, effective January 1, 1971 all Probation Officers and Senior Probation Officers who have, or who shall hereafter obtain, a Doctoral Degree in a field of study related to Probation work shall receive in addition to their base salary above the sum of six hundred (\$600.00) dollars per year pro-rated where applicable from the date of conferral of the Degree; to be promulgated by order of the said Judges, pursuant to N.J.S. 2A:168-8. The above educational benefits are effective providing they are not in violation of any statute, court rule or Civil Service regulation.

4. Probation officers, while in attendance at meetings, conferences and training courses in other counties and states, when approved by the Chief Probation Officer, shall be entitled to a meal allowance of \$1.50 for breakfast; \$2.50 for lunch and \$4.00 for supper. Such allowances shall be paid in accordance with the provisions of N.J.S.A. 2A: 168-8. Any officer in the above titles, who is required to remain on duty through the supper hour to accept reports of probationers, shall receive a meal allowance of \$4.00 for each duty assignment, also to be paid in accordance with the provisions of N.J.S.A. 2A: 168-8.

When officers are required to remain on duty beyond the hours when the Courts and the Probation Office are closed, such officers are entitled to receive compensatory time off at the rate of $1\frac{1}{2}$ times the hours actually worked, provided such time off does not interfere with the operation of the probation department.

5. Each officer who uses his automobile in the course of performance of his duties shall receive the sum of one hundred twenty-five (\$125.00) dollars per year to defray the expenses of the required automobile insurance coverage. The required minimum coverage for each officer shall be: Bodily Injury \$100,000 each person, \$300,000 each occurrence; Property Damage \$25,000 each occurrence. The possession of such coverage shall be verified by submission of satisfactory proof to the Chief Probation Officer.

6. Probation Officers may reside anywhere in the State of New Jersey as long as such residence is within a reasonable distance of the location of the Probation Department.

7. It is agreed that the Chief Probation Officer, as the representative of the Judges, and representatives of the Union shall meet occasionally upon request of either party to discuss matters of general interest or concern that do not necessarily involve a grievance or complaint.

8. The principle of seniority shall govern in the selection and scheduling of vacation periods, provided that adherence to such a practice does not disrupt the normal operations of the probation department.

9. In case an officer receives a provisional appointment by the Judges to serve for an extended or indefinite period in a position higher than his permanent Civil Service rank, he shall be entitled to and receive the established salary for the position during the period such appointment is in effect.

10. Officers, who become ill while on vacation, shall be permitted to substitute accrued sick leave credits for accrued vacation credits during such illness, provided the Chief Probation Officer or his designated representative is promptly notified of the occurrence of the illness and the desire of the employee to substitute such credits as described herein.

11. Officers, who exhaust their accrued sick leave credits during any illness, may request and shall be permitted to convert and use accrued vacation credits during the continuation of that illness, provided the Chief Probation Officer or his designated representative is promptly notified of the desire of the officer to substitute such credits as described herein.

12. Within budgetary limitations and in adherence to the provisions of N.J.S.A. 2A: 168-8, probation officers may attend approved meetings, seminars and conferences on corrections, social work and related disciplines, for which their traveling and maintenance expenses shall be paid out of the county treasury.

13. Time off with pay shall be provided for official representatives of the Union, not to exceed two employees, for the purpose of handling employee grievances and to attend their

organization's national and state meetings, provided such time off is in adherence to N.J.S. 38: 23-2, is otherwise reasonable and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

14. The Union shall furnish to the Chief Probation Officer the names of two Probation Officers who are to be designated as Union stewards for the purpose of handling grievances. One officer shall be the primary representative, with the second officer to act as assistant and/or substitute representative. The stewards may call upon other bona fide representatives of the Union, who are not employees of the probation department for assistance, if unable to resolve the problem on their own.

15. No suspension may be given to any officer without a formal hearing in which charges are specified. The determination of such a hearing shall be subject to a grievance procedure.

16. As authorized by N.J.S.A. 34: 13A-5-3, the parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or alleged violation of any provision of this contract, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1. The grievance shall first be taken to the employee's immediate supervisor, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time, within 3 working days if possible. At this level, a complaint need not be in writing;

Step 2. If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer and submitted to the Chief Probation Officer, who shall

acknowledge its receipt within three working days and shall render a decision within five working days thereafter;

Step 3. If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following three options for a final determination of the grievance:

- a. He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency;
- b. He may appeal to the County Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate a representative from outside the Probation Department to hear and make recommendations for disposition.
- c. He may request the matter to be heard by an impartial arbitrator, who shall be selected by the agreement of both parties in accordance with the conventionally used rules and procedures utilized for this purpose by recognized public and private arbitration agencies;
 - (1) The decision of the arbitrator shall be final and binding on both parties
 - (2) The cost of arbitration shall be borne equally by the parties to the contract.

It is expressly understood that the right to submit a grievance to binding arbitration as outlined in Step 3-c above, is limited exclusively to the provisions of this Agreement. Other grievances not associated with the provisions of this Contract shall be subject only to the application of steps 1, 2, and 3a and b, for their resolution. In using the grievance procedure estab-

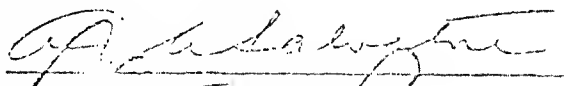

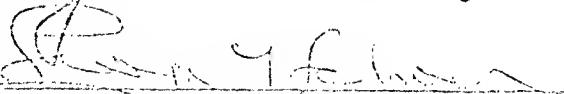
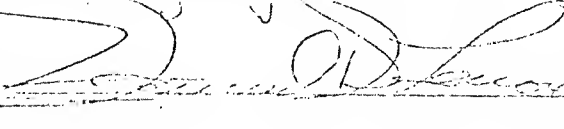
lished herewith, an employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member of the Union designated to represent him pursuant to this Agreement.

17. Upon written authorization from any employee who is covered by this Agreement, the County has agreed to deduct from his pay each calendar month the Union dues, as fixed by the Union, which dues shall after deduction be remitted to Ben Marker, Secretary-Treasurer, Teamster's Local 102, Box 318, Rockaway, New Jersey. Such practice shall continue during the life of this contract provided the agreement between the county court judges and the county official remains in effect.

18. The provisions of this Agreement shall remain in effect until December 31, 1971, and by mutual concurrence of both parties, they may be continued for an additional calendar year. A written notice to terminate or modify this contract is required to be given at least sixty (60) days prior to the anniversary date. Should any provision be found in violation of any law or of any rule having the force and effect of law, all other provisions shall remain in effect for the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 17th day of November, 1971.

FOR THE JUDGES

FOR THE UNION

